



REQUEST FOR PROPOSALS
FOR
PROFESSIONAL SERVICES
FOR

**Review of Forest Preserves' Site Names with a Racial
Equity, Cultural Sensitivity and Inclusion Lens**

ISSUED BY:

FOREST PRESERVES OF COOK COUNTY

Department of Office of the General Superintendent

POSTING DATE: March 18, 2021

DUE DATE: April 16, 2021 TIME: 10:00 AM

SOLICITATION NO. 2110-006296Rebid

BID SUBMISSIONS ARE TO BE SUBMITTED ELECTRONICALLY AT:

<https://www.cookcountyil.gov/service/online-solicitation-bid-submission-forest-preserves>

Toni Preckwinkle
Forest Preserves of Cook County
Board President

Thomas J. Conlon
Purchasing Agent

Table of Contents

1.0	REQUEST FOR PROPOSALS (RFP).....	1
2.0	GENERAL DESCRIPTION AND BACKGROUND	2
3.0	INSTRUCTIONS TO SUBMITTING PARTY	2
	A. Responding Proposal Requirements	2
	B. Format.....	3
	C. Submittal.....	3
	D. Due Date	4
	E. Pre-Proposal Bid Conference and Site Inspection	4
	F. Special Accommodations	4
	G. References	4
	H. Complete Submission	4
	I. Proposal Material	4
	J. Proposal Information	4
	K. Addenda.....	5
	L. RFP Interpretation	5
	M. Confidentiality and Response Ownership	5
	N. Obligation to Review	5
4.0	GENERAL REQUIREMENTS.....	5
	A. Agreement.....	5
	B. Minority - and Women – Owned Business Enterprises (MBE/WBEs).....	5
	C. MBE/WBE Participation Goals	6
	D. Insurance.....	6
	E. Compliance with Laws	6
	F. Period of Firm Proposal	6
	G. Alteration/Modification of Original Documents	6
	H. Living Wage Ordinance.....	7
	I. Other	7
5.0	EVALUATION AND SELECTION PROCESS.....	7
	A. Evaluation Criteria	7
	B. Forest Preserve Rights.....	7
	C. Right to Inspect.....	7
	D. Evaluation Process	8
	E. Best and Final Offer.....	8

F. Pricing	8
G. Selection Process	8
Attachment 1 Description of Requested Services	10
Attachment 1-A Schedule and Cost Proposal Form.....	16
Attachment 1-B Bidder's Relevant Project Experience Form	17
Attachment 1-C Subconsultant Form	18
Attachment 2 Certificate of Qualification	19
Attachment 3 Tax and Fee Delinquency Certification	21
Attachment 4 Disclosure of Ownership Interest Statement.....	23
Attachment 5 Disclosure of Lobbyist Contacts	25
Attachment 6 Familial Disclosure Form.....	26
Attachment 7 Insurance Requirements	27
Attachment 8 Addenda Acknowledgement Form	30
Attachment 9 Affidavit of Child Support Obligations	31
Attachment 10 Sample Professional Services Agreement.....	32

1.0 REQUEST FOR PROPOSALS (RFP)

The Forest Preserves of Cook County (the “Forest Preserve”) is seeking to hire a consultant to conduct a review of the Forest Preserves’ site names utilizing a racial equity, cultural sensitivity and inclusion lens, as more fully described on Attachment 1. Parties interested in providing the desired services are invited to submit a Statement of Proposal according to the requirements specified in this RFP. All costs incurred by any submitting party in preparing and transmitting a response to this request are solely the responsibility of the submitting party.

Schedule

The Forest Preserve anticipates the following schedule:

Item	Date
Posting Date	March 18, 2021
Pre-Submittal Meeting/Site Inspection	March 26, 2021
Deadline for Questions from Firms	April 1, 2021
Statement of Proposals Due	April 16, 2021

Pre-Proposal Bid Conference and Site Inspection

Date: March 26, 2021

Location: Zoom meeting.

Topic: RFP Pre-Proposal Meeting

Time: Mar 26, 2021 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/91626751736?pwd=cCtIZTYxdzRNckFlSndyME1RZlhhHUT09>

Meeting ID: 916 2675 1736

Passcode: 430862

One tap mobile

+13126266799,,91626751736#,,, *430862# US (Chicago)

+13017158592,,91626751736#,,, *430862# US (Washington DC)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 301 715 8592 US (Washington DC)

+1 929 205 6099 US (New York)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 916 2675 1736

Passcode: 430862

Find your local number: <https://zoom.us/u/aquBmB1DK>

Time: 10:00AM

☐ Mandatory

☒ Non-Mandatory [Check which one applies]

2.0 GENERAL DESCRIPTION AND BACKGROUND

The Forest Preserves is one of the oldest and largest open space agencies in the United States. The Forest Preserves owns and manages nearly 70,000 acres and was established over one hundred years ago for the education, pleasure and recreation of the public. The Forest Preserves strives to protect and restore Cook County's diverse ecosystems so native plant and wildlife can live and thrive. Each year, millions of people use Forest Preserves lands and facilities as well as participate in a variety of free, organized events hosted by Forest Preserve staff. Please visit the Forest Preserves' website at www.fpdcc.com to learn more about the Forest Preserves.

3.0 INSTRUCTIONS TO SUBMITTING PARTY

A. Responding Proposal Requirements

Proposals submitted in response to this RFP shall include the following information:

- _____ **Cover** with the submitting party name/logo and the project title.
- _____ **Cover Letter** signed by an authorized representative of the submitting party which confirms the party's commitment to provide the services proposed. The letter should include a brief summary of the party's history, number of years in business, and number of employees at the location that will be providing the services.
- _____ **Relevant Experience.** Description of the submitting party's track record and a list of projects relevant to this RFP. Please provide at least three (3) references for projects of comparable size and scope. Include the name of the contact person, address, telephone number and email address. Describe any experience that highlights the submitting party's understanding of the requested services.
- _____ **Key Staff.** Describe any key staff and the primary contact that the submitting party proposes to provide the services to the Forest Preserve. Provide a chronological resume for each of the key personnel proposed. List any professional affiliations, licensures, and certifications that are relevant to the work.
- _____ **Subconsultants.** Describe any subconsultants and their role in providing the requested services. Indicate any MBE/WBE certifications. Include any information requested in Section 4(C) – MBE/WBE Participation Goals.
- _____ **Capacity to Perform the Work.** Describe any existing project commitments that may impact the submitting party's ability to perform the services in accordance with the schedule.
- _____ **Regulatory Impact.** Describe any significant developments in the submitting party (such as changes in ownership or restructuring) within the past three (3) years, and any significant changes anticipated in the near future. Describe the relevant facts if the submitting party or any of its partners, employees, or officers have been disciplined, debarred, or censured by any regulatory body within the last five (5) years.
- _____ **Insurance.** Submit evidence of insurance that complies with Section 4(D) – Insurance.

- **Requested Services.** Provide any information requested in Attachment 1 (Description of Requested Services).
- Include the following completed forms¹:
 - Schedule and Cost Proposal Form
 - Certificate of Qualification
 - Tax and Fee Delinquency Certification
 - Disclosure of Ownership Interest Statement
 - Disclosure of Lobbyist Contacts
 - Familial Disclosure Form
 - Addenda Acknowledgment Form

B. Format

Bid Packages must utilize the blank proposal and contract certification forms enclosed hereto. Said documentation must be complete and include valid signatures for authorized persons, where indicated.

Bidders should ensure that all scanned documentation is of a sufficient size, resolution, and format such that all text and signatures are clearly legible.

Information regarding accepted file formats are detailed in the online submission form.

C. Submittal

All bidders shall submit their bid, proposal, or qualification package electronically via the link below by the date and hour for the bid opening listed in the Bid Notice:

<https://www.cookcountyil.gov/service/online-solicitation-bid-submission-forest-preserves>

The submitter is responsible for ensuring that its proposal/bid is received at or before the date and time specified in the solicitation. Any bids uploaded after the date and hour set for the bid opening will not be considered. All documentation must be submitted online—physical copies of bids will not be accepted without the express prior written authorization of the Purchasing Agent.

Bidders must complete the required fields in the online form, upload documentation, and click the “Submit” button. Be advised that partial submissions cannot be saved and continued at a later date. Upon submission, bidders will receive a confirmation acknowledging receipt of the submission at the email address provided in the form.

If only one bid has been submitted for a given project, it will not be opened. The Purchasing Agent will notify the sole bidder to ask if the bid should be kept for any future advertisements of the same solicitation, which may be re-posted at a later date.

Any bid not accompanied by the required Bid Security deposit or any bid which fails to fully comply with the terms and conditions stated in the advertisement and

¹ In the Attachments to this RFP, the Forest Preserves of Cook County may be referred to as the “Forest Preserve District of Cook County” or the “District.”

bit notice for such project may not be considered. Bidders may not change, alter, add to or supplement in any way their bid after the date and exact time for submission of bids as specified in the advertisement for such project.

D. Due Date

Proposals must be submitted no later than the date and time indicated for submission on the cover page of this RFP. Late submittals will not be considered.

E. Pre-Proposal Bid Conference and Site Inspection

When indicated, the Forest Preserve will hold a pre-proposal bid conference and/or site inspection on the date and at the time and location indicated in Section 1.0 of this RFP. Representatives of the Forest Preserve will be present to answer any questions regarding the services requested or proposal procedures.

Attendees are encouraged to bring a copy of the RFP to the pre-proposal bid conference and site inspection. Please note that late attendees may not be admitted. For mandatory pre-proposal conferences and site inspections, late attendees who are not admitted will not have bids considered.

F. Special Accommodations

If special accommodations are required for a submitting party to attend the pre-proposal bid conference or site inspection, contact Becky Theodoratos at FPD.Purchasing@CookCountyIL.Gov no later than three (3) days before the event.

G. References

To provide uniformity and to facilitate comparison of submissions, all information submitted must clearly refer to the page number, section or other identifying reference in this RFP. The Forest Preserve reserves the right to waive minor variances or irregularities.

H. Complete Submission

Submitting parties are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non responsive.

I. Proposal Material

The proposal material submitted in response to the RFP becomes the property of the Forest Preserve upon delivery to the Forest Preserve and may be part of any contract document for the services which are the subject of this RFP.

J. Proposal Information

The Forest Preserve will publish all information pertaining to this RFP at <http://fpdcc.com/about/departments/finance-administration>. Any submitting party receiving a copy of this RFP from a bid referral service and/or other third party are solely responsible for ensuring that they have received all necessary documentation, including amendments/addenda thereto. The Forest Preserve is not responsible for ensuring that all or any procurement documentation is received by any submitting party that is not appropriately registered with the Forest Preserve.

K. Addenda.

Should any submitting party have questions concerning conditions and specifications, or find discrepancies in or omissions in this RFP or be in doubt as to their meaning, they should notify the Purchasing Agent, Thomas J. Conlon, at FPD.Purchasing@CookCountyIL.gov no later than Deadline for Questions from Firms specified in Section 1.0, to obtain clarification prior to submitting a proposal. Such inquiries must reference the proposal due date and the Forest Preserve's RFP number.

Any clarification addenda issued prior to the proposal due date shall become part of the RFP. The Addenda Acknowledgement Form (found in Attachment 8) must be signed by an authorized representative of the submitting party and returned with the proposal on or before the proposal due date. Failure to sign and return this form may be grounds for rejection of the proposal.

L. RFP Interpretation

Interpretation of the wording of this document shall be the responsibility of the Forest Preserve and that interpretation shall be final.

M. Confidentiality and Response Ownership

From the date of issuance of the RFP until the due date, the submitting party must not make available or discuss its proposal, or any part thereof, with any employee or agent of the Forest Preserve. The submitting party is hereby warned that any part of its proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois Statutes.

N. Obligation to Review

The submitting party must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of submitting party to fully acquaint itself with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of any contract.

4.0 GENERAL REQUIREMENTS

A. Agreement

The sample Professional Services Agreement, including indemnification provisions, is provided in Attachment 9 hereto for informational purposes only. Execution of the agreement is not required at the time the proposal is submitted. In the event the submitting party disagrees with the agreement provisions, submit any exceptions to the standard contract and include the rationale for taking the exception. If the submitting party is proposing alternate language, please include the language for consideration. The Forest Preserve reserves the right to terminate any agreement entered into pursuant to this RFP.

B. Minority - and Women – Owned Business Enterprises (MBE/WBEs)

Certified Minority Owned Business Enterprises and Women Owned Business Enterprises are encouraged to respond to this RFP. Minority Owned Business

Enterprises and Women Owned Business Enterprises must be certified by Cook County or the City of Chicago. Business entities that meet the requirements for and are interested in being certified should contact the Cook County Office of Contract Compliance (312.603.5502).

C. MBE/WBE Participation Goals

There are no participation goals for this project. In an effort, however, to continue to promote and expand the participation of certified MBE/WBE firms, the submitting party shall make good faith efforts to utilize MBE/WBE certified firms as subcontractors. In its response, a submitting party shall state the name(s) of the MBE/WBE subcontractor(s), the level of participation proposed for each MBE and/or WBE firm to be awarded a subcontract, the role that the MBE/WBE subcontractor(s) will perform and the type of service each such firm will provide.

D. Insurance.

Submitting party shall submit evidence of insurance that complies with the requirements described in Attachment 7 with its response to this RFP.

E. Compliance with Laws

Submitting party shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County, Forest Preserve and other local government agencies, which may in any manner affect the submission of the proposal, including without limitation, all applicable requirements described in the Forest Preserve Code of Ordinances, Title 1, Chapter 17 – Office of the Independent Inspector General.

F. Period of Firm Proposal

Subject to Section 5.E (Best and Final Offer) of this RFP, prices in the proposal must be kept firm for at least ninety (90) days after the last time specified for submission of proposals. Firm proposals for periods of less than this number of days may be considered non-responsive. The submitting party may specify a longer period of firm pricing than indicated here. If no period for firm pricing is indicated by the submitting party in its proposal, then pricing will be considered firm for at least ninety (90) days after the last time specified for submission of proposals, and after such 90 day period, pricing shall continue to be considered firm until written notice to the contrary is received from the submitting party. If the submitting party is awarded a contract for the services requested under this RFP, pricing from the submitting party's proposal will be included under such contract and such pricing will remain firm for the term of the contract, subject to Section 5.E (Best and Final Offer).

G. Alteration/Modification of Original Documents

The submitting party certifies that no alterations or modifications have been made to the original content of this RFP or other procurement documents. Any alterations or exceptions must be apparent and clearly noted in the offered proposal. Submitting party understands that failure to comply with this requirement may result in the proposal being disqualified.

H. Living Wage Ordinance

Unless expressly waived by the Forest Preserve Board, not less than a living wage shall be paid to each employee of any employer that is awarded a contract or subcontract with the Forest Preserve. As of **February 17, 2021**, the living wage for Cook County was no less than **\$12.74** per hour if employee health benefits are provided or **\$15.93** per hour without health benefits.

I. Other

Submitting party is invited to submit any information the submitting party deems pertinent to demonstrate its qualifications to perform the services being requested, such as memberships in any professional associations.

5.0 EVALUATION AND SELECTION PROCESS

A. Evaluation Criteria

The Forest Preserve intends to select a proposal that best meets the needs of the Forest Preserve and provides the best overall value. The primary objective of the evaluation process is to select a submitting party who:

1. Exhibits confirmed experience, capability and qualifications to render the required services;
2. Demonstrates a thorough understanding of the scope of the engagement and the specific responsibilities that it entails;
3. Meets all material requirements of the RFP;
4. Presents a cost effective proposal;
5. Demonstrates ability to complete requested services within desired timeframe; and
6. Presents a proposal demonstrating effective use of subcontractors/subconsultants.

B. Forest Preserve Rights

It is not a guarantee on the part of the Forest Preserve that a submitting party to this RFP will be selected or that the Forest Preserve will provide work to the submitting party. The Forest Preserve reserves the right at any time and for any reason to cancel this RFP, or to reject any, some, or all of the proposals. The Forest Preserve reserves the right to modify the requirements set forth in this RFP and/or to request additional information from a submitting party. The Forest Preserve reserves the right to waive any informality in the proposal. The Forest Preserve reserves the right to make the award on an all or partial basis or split the award to multiple submitting parties. If a split award impacts the services or cost it must be so stated in the submitting party's proposal.

C. Right to Inspect

The Forest Preserve reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualification of the submitting party and any proposed subcontractors and to reject any proposal regardless of price if it shall be determined that, in the Forest Preserve's sole discretion, the submitting party is deficient in any of the essentials necessary to assure acceptable standards of performance. The Forest Preserve reserves the

right to continue this inspection procedure throughout the life of any contract resulting from this RFP.

D. Evaluation Process

An evaluation committee comprised of Forest Preserve personnel will evaluate all responsive proposals in accordance with the evaluation criteria detailed above in Section 5.A. (Evaluation Criteria). This evaluation process may result in a short-list of proposals. The evaluation committee, at its option, may request that all or short-listed submitting parties make a presentation, offer customer testimonials, submit clarifications, schedule a site visit of their premises (as appropriate), provide a best and final offer, provide additional references, respond to questions, or consider alternative approaches. With respect to any requested presentations, no submitting party will be entitled to present during, or otherwise receive any information regarding, any presentation of any other submitting party.

E. Best and Final Offer

The Forest Preserve reserves the right to request a best and final offer from any finalist submitting party, if it deems such an approach necessary. In general, the best and final offer will consist of updated costs as well as answers to specific questions that were identified during the evaluation of proposals. If the Forest Preserve chooses to invoke this option, proposals will be re-evaluated by incorporating the information requested. The specific format for the best and final offer would be determined during evaluation discussions. Turnaround time for responding to requests for a best and final offer is usually brief (e.g., five (5) business days).

F. Pricing

All price and cost information requested in this RFP should be provided by the submitting party. While price is a factor in the evaluation of proposals received, the relevant importance of price may vary based on the nature of this RFP and the related significance of other criteria as may be expressed elsewhere in this RFP. In evaluating price, the Forest Preserve may give consideration to all factors relevant to determine the total final cost to the Forest Preserve, including but not limited to: administrative cost of issuing multiple awards. The Forest Preserve will have sole discretion in determining the relevant and appropriate cost factors to be used in evaluating any proposals.

G. Selection Process

Upon review of all information provided by shortlisted submitting parties, the evaluation committee will make a recommendation for selection to the Purchasing Agent. The Forest Preserve reserves the right to check references on any projects performed by the submitting party whether provided by the submitting party or known by the Forest Preserve. If required, the selected proposal will be submitted for approval to the Forest Preserve's Board of Commissioners. Upon approval of the selected submitting party, the form of contract in Attachment 9 will be finalized by the Forest Preserve and presented to the selected submitting party for signature.

Attachments*

Attachment 1	Description of Requested Services
Attachment 1-A	Schedule and Cost Proposal Form
Attachment 1-B	Bidder's Relevant Project Experience Form
Attachment 1-C	Sub- Consultant Form
Attachment 2	Certificate of Qualification**
Attachment 3	Tax and Fee Delinquency Certification**
Attachment 4	Disclosure of Ownership Interest Statement**
Attachment 5	Disclosure of Lobbyist Contacts**
Attachment 6	Familial Disclosure Form
Attachment 7	Insurance Requirements
Attachment 8	Addenda Acknowledgement Form
Attachment 9	Affidavit of Child Support Obligation (on file with Purchasing Agent)
Attachment 10	Sample Professional Services Agreement

***All applicable Attachments must be fully completed and submitted by the date and time responses are due for this RFP. Failure to do so may cause your response to be deemed non-responsive.**

****Notary Required**

Attachment 1

Description of Requested Services

1. **Services.** The Forest Preserves is seeking proposals from qualified professionals to complete a review of Forest Preserves' site names with a racial equity, cultural sensitivity and inclusion lens. The consultant will use a community-informed approach and engage with external partners of the Forest Preserves throughout this process. The Forest Preserves recognizes that this project requires a wide array of skills and expertise; interested and qualified consultants are encouraged to partner with, or sub award parts of the projects to, other qualified professionals (subcontractors).

The selected consultant will:

- i. Review approximately 284 site names and determine whether each name commemorates an event or an individual whose actions perpetuated inequalities or supported the marginalization of people based on their race, ethnicity, gender, or ability, or if the commemoration may be considered inappropriate or offensive for any other reasons.
- ii. Recommend which site names should be kept, which ones should be considered for renaming, and which names could be kept, as long as they are accompanied with interpretation to be used as an educational tool; and
- iii. Identify any trends, patterns or gaps that the Forest Preserves should consider in order to be more inclusive when naming future sites; and
- iv. Compare the review of names to national and regional trends and findings of other similar naming reviews, including those conducted by the National Park Service and others.
- v. Develop a process and criteria to help the Forest Preserves decide when a name should be removed and/or needs to be accompanied by informational signs or other public awareness efforts.
- vi. The consultant shall develop specific language that can be used to provide context to those Forest Preserve names that require additional interpretation due to their problematic history and complexity.

It is envisioned that this review will result in a report that helps the Forest Preserves ensure that its sites do not memorialize persons or events that are counter to the Forest Preserves' mission and values as a public land agency committed to being accessible and welcoming to all people. The Forest Preserves recognizes that names are an important part of creating a sense of place and belonging and that names may have powerful and positive meaning for people and provide opportunities to promote community harmony.

Scope of Work Components

Task 1: Confirm Scope of Work and Goals

The Consultant shall participate in a kick-off meeting with the Forest Preserves' project team that includes representatives of the Office of the General Superintendent Department, the Naming Committee, and Conservation & Experiential Programming Department, and representatives of community groups that may be stakeholders in this renaming process including the American Indian Center, other BIPOC conservation group

representatives and other Forest Preserves' partner groups. The goal of this meeting is to clarify and confirm the scope of work and goals of the review and basic questions that should be answered.

Task 2: Information Gathering

- a. The Consultant shall review existing information included in this RFP and other information provided by the Forest Preserves but should not limit their information gathering to these sources.
- b. Internal information that will be provided to the selected Consultant will include a list of formally adopted names, a booklet on the History of Forest Preserves Names, the Permanent Naming Policy, the Forest Preserves' Position Paper on "Moving Towards Racial Equity", and board minutes regarding naming, among other documents, as well as access to the University of Illinois Archive on the Forest Preserves of Cook County.
- c. Identify and collect information on each of the 284 names included in the History of Forest Preserves Names document:
 - 1) starting with a subset of 20 high priority names that shall be completed within eight (8) weeks from award of the contract.
 - 2) followed by the remaining 264 names.

The Consultant may conduct interviews with staff and external partners. Any draft report and any data gathered during this review shall be considered confidential unless and until a final report is delivered to the District

Task 3: Data Collection

The Consultant will identify and collect information on each of the names that includes at a minimum:

- a. If the site is named after an individual: A brief description of the person's affiliation with the Forest Preserves, a description of the person's contributions to advancing the mission of the Forest Preserves, and information indicating that the individual was convicted of a crime or took action to perpetuate or support inequity;
- b. If the site is named after an event: A brief description of the event and any information indicating any issues with racial or cultural sensitivity around commemorating a Forest Preserve site after the event; and
- c. If the site's name reflects natural, cultural, or ecological significance, the Forest Preserves assumes that the name is not problematic; however, a brief review should be conducted to verify; and
- d. Determine whether each name commemorates an event or an individual whose actions perpetuated inequalities or supported the marginalization of people based on their race, ethnicity, gender, or ability, or if the commemoration may be considered inappropriate or offensive for any other reasons

To ensure that data collection remains on target and to address any challenge or new ideas which emerge, the Consultant shall meet with the Forest Preserves' project managers on an agreed upon timeline that best corresponds to the project benchmarks or when it will be most helpful in the process. These meetings will be held virtually or via conference call.

Task 4: Analysis & Recommendations

The Consultant shall review the information gathered to identify recommendations for how the Forest Preserves should proceed. This analysis should include input gathered from external partners including community groups that may be impacted by the renaming of any preserves. The analysis should thoroughly address the questions outlined in the scope of work, as well as any additional pertinent insight gained during the information collection process.

- a. Recommend which site names should be kept, which ones should be considered for renaming, and which names could be kept, as long as they are accompanied with interpretation to be used as an educational tool; and
- b. Identify any trends, patterns or gaps that the Forest Preserves should consider to be more inclusive when naming future sites; and
- c. Compare the review of names to national and regional trends and findings of other similar naming reviews, including those conducted by the National Park Service and others.
- d. Develop a process and criteria to help the Forest Preserves decide when a name should be removed and/or needs to be accompanied by informational signs or other public awareness efforts.

Task 5: Interim Report on Subset of Names

The Consultant shall review a subset of 20 of the 284 names that have been deemed a priority by the Forest Preserves. A report on this subset of 14 names shall be completed within eight (8) weeks of being awarded the contract and shall include the information listed above under Task 2, 3, and 4. This interim report shall be reviewed by the Forest Preserve's project team and shall be an opportunity to make any necessary changes to the process.

Task 6: Final Report

The consultant shall submit a draft final report, in electronic format, to the Forest Preserves for review and feedback. Consultant shall address any feedback and comments in the draft and will submit a final report in electronic format.

The reports should:

- i. Summarize the process and analysis used;
- ii. Identify the key findings and provide all the data collected;
- iii. Define recommendations regarding any names that are inappropriate, offensive, or racist or commemorate an event or individual whose actions perpetuated or supported inequities;
- iv. Provide specific language that can be used to provide context to those Forest Preserve names that require additional interpretation due to their problematic history and complexity; and
- v. Share any stories or facts that the Forest Preserves should consider for incorporation into its interpretative programs or exhibits.

2. Project background information.

The Forest Preserves of Cook County

The nation's oldest and largest forest preserve district, the Forest Preserves of Cook County manages nearly 70,000 acres of diverse ecosystems. These lands shelter thousands of native plant and animal species and provide Cook County's five million residents with opportunities for outdoor learning and recreation. The preserves receive approximately 62 million visits annually.

The Forest Preserves has more than 284 sites names. In 2015 the Forest Preserves established a Naming Committee that was charged with determining the correct and official names of all current holdings and to develop a Permanent Naming Policy. In May 2015, the Forest Preserves' adopted its first Permanent Naming Policy; its purpose is to provide guidance and direction in the naming and renaming of Forest Preserve property and to ensure an inclusive, consultative, and transparent naming and renaming process that enjoys public support and which will stand the test of time.

In 2018, the Naming Committee presented a list of names to the Forest Preserves' Board of Commissioners and all names were officially adopted at the September 2018 Board meeting.

In 2018, the Forest Preserves established the Racial, Equity, Diversity, and Inclusion (REDI) Committee which consists of Forest Preserves employees focused on analyzing and understanding internal agency challenges and barriers to implement solutions based on racial equity. The REDI committee works to educate internal employees on how to practice racial equity in the workplace and restructure internal processes to reflect the Forest Preserves' values of equity and inclusion.

In July 2020, the Forest Preserves Board of Commissioners adopted "Moving Towards Racial Equity", a position paper developed in partnership with the Forest Preserves' Conservation and Policy Council. The position paper makes the following recommendations:

1. Apply a racial equity lens to all future plans, programs, policies and investments.
2. Expand outreach to engage residents of impacted communities.
3. Consider racial equity in land acquisition decisions.
4. Build a staff that is diverse and promotes racial equity.
5. Provide all residents with access to nature related recreation by ensuring major recreational facilities are well-distributed across the Forest Preserves, accessible and well-maintained.
6. Expand the criteria for restoration prioritization to also include racial equity.

While "Moving Towards Racial Equity" is focused upon *racial* equity, diversity and inclusion, the Forest Preserves expects this site name review to consider other marginalized groups who may have been negatively impacted by the actions of the person being commemorated.

Information on the Permanent Naming Policy can be found at <https://fpdcc.com/downloads/policies/FPCC-Permanent-Naming-Policy-010620.pdf>

Information on the REDI Committee is at <https://fpdcc.com/about/racial-equity-diversity-inclusion/>

The Position Paper can be found at <https://fpdcc.com/about/racial-equity-diversity-inclusion/#position>

Archival collection at the University of Illinois at Chicago's Special Collections and University Archives at <https://researchguides.uic.edu/fpdcc>

Information on the Forest Preserves can be found at <https://fpdcc.com/>

Maps of the Forest Preserves are at <https://fpdcc.com/places/#preserves-trails>

3. **Contract Term.** The Forest Preserves anticipates awarding this contract in May 2021. The Forest Preserve anticipates that the contract will be completed in three months or no more than six months from the Notice to Proceed. Renewal options may be considered.
4. **Minimum Qualifications.** Respondents to this RFP must meet the minimum qualifications described in this Section.

Qualified Consultants must have experience in research and fact-finding investigations and must demonstrate familiarity of or have experience in racial equity, inclusion and cultural awareness, with preference given to Consultants with a background in race and ethnic studies.

5. **Preferred Qualifications.**
Consultants will be evaluated based on the following preferred qualifications:
 - a. A background in either race or ethnic studies.
 - b. Knowledgeable about local and regional history;
 - c. Experience working with government organizations;
 - d. Demonstrated experience working on social, race, gender and/or racial justice issues; and
 - e. Experience conducting research that takes into account the diversity of individuals from varying backgrounds, education level, income level, race, ethnicity, gender, and age that comprise Cook County.
6. **Budget.**
The budget for the requested services is up to \$20,000.00. Cost proposals shall be submitted on the Schedule and Cost Proposal Form attached as Attachment 1-A. By submitting a proposal, Proposer agrees to the timeframes indicated on the Schedule and Cost Proposal Form.

7. Required Information

Respondents must provide the following information in their Proposal:

1. Demonstrate your understanding of the project and include your **approach** to address the goals and scope of work
2. Demonstrate capability of performing services in-house and/or through competent sub-consultants and include an outline of your **team structure**. In addition, list all sub-subconsultants on the attached Sub-Consultant Form (Attachment 1-C)
3. Provide **project examples** that demonstrate successful experience by your firm and your sub-consultants. Include maximum 5 projects in the last 10 years. In addition, list projects on the attached Bidder's Relevant Project Experience Form (Attachment 1-B)
4. Provide a **schedule** to complete the project by November 30, 2021.

ATTACHMENT 1-A - SCHEDULE AND COST PROPOSAL FORM

ESTIMATED FEE FOR EACH TASK MAY VARY, BUT TOTAL FEE IS FIXED, **NOT-TO-EXCEED AMOUNT**. INCLUDE ANY SUBCONTRACTOR FEES AND EXPENSES. AND DESCRIBE MAJOR PROJECT ASSUMPTIONS THAT INFLUENCE THE COST.

	Estimated Hours	Rate	Fee	Completion Date
Task 1: Confirm Scope of Work and Goals				
Task 2: Information Gathering				
Task 3: Data Collection				
Task 4: Recommendations & Analysis				
Task 5: Interim Report – Subset of 20Names				
Task 6: Final Report				
Total Not To Exceed Costs				

Firm Name _____

ATTACHMENT 1-B – BIDDER’S RELEVANT PROJECT EXPERIENCE FORM

SUBMIT A LIST OF PROJECTS COMPLETED WITHIN THE PAST TEN YEARS
WHERE BIDDER HAS PROVIDED SIMILAR WORK AS REQUIRED BY THIS
CONTRACT. ATTACH ADDITIONAL PAGES IF NECESSARY

Client Name/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Sub-consultants

Firm Name _____

ATTACHMENT 1-C - SUBCONSULTANT FORM

SUBMIT THE NAMES OF ALL SUBCONSULTANTS (SUBCONTRACTORS) YOUR
FIRM INTENDS TO USE FOR THE PERFORMANCE OF ALL SUBDIVISION OF
WORK

Subcontractor	Service	Type of Business	Year Incorporated	Ownership Interest	MBE, WBE, or N/A
example: XXX Consultant, Inc.	example: Cost Estimating	example: LLC	example: 1985	example: John Doe 25% Jane Smith 75%	example: WBE

Firm Name

Attachment 2
Certificate of Qualification

Completion of this form is required
--

The following certifications are made pursuant to state law and District ordinances (Section 1-8-2(A) (2)). Vendor is cautioned to carefully read these certifications prior to execution of this Contract. Execution of this Contract shall constitute affirmation of these certifications and shall also constitute a warranty by vendor that all the statements set forth within these certifications are true and correct statements of the vendor. Vendor is hereby notified that failure to execute these certifications shall result in disqualification from eligibility for the award of this Contract. Vendor is further notified that in the event the District learns that any of the following certifications were falsely made, this Contract shall be subject to termination.

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea of *nolo contendere* or admission of guilt, if that person or business entity:

1. has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity; or
2. has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act (15 U.S.C. 1-7) and Clayton Act (15 U.S.C. 12-27; 29 U.S.C. 52-53); or
3. has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois; or
4. has been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act (15 U.S.C. 1-7) and Clayton Act (15 U.S.C. 12-27; 29 U.S.C. 52-53); or
5. has been convicted of price fixing or attempting to fix prices under the laws of the State of Illinois; or
6. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois; or
7. has been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., the Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., the Employee Classification Act, 820 ILCS 185/1 et seq., the Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., or any comparable state statute or regulation of any state, which governs the payment of wages; or

- I, _____ of _____,
(TITLE) (BIDDER)
do hereby affirm by checking each item below that the following is true and correct to
the best of my knowledge:

____ Bidder does not have an owner who controls, directly, Twenty Percent (20%) or more of the business who was an owner who, directly or indirectly, controlled Twenty Percent (20%) of another business entity at the time the latter committed a disqualifying act described in the identified Ordinance.

State of Illinois
County of _____

Notary Public: _____
Signature & Seal)

2021RFP<25K

Attachment 3
Tax and Fee Delinquency Certification

Completion of this form is required

In an Ordinance approved by the Forest Preserve District of Cook County Board of Commissioners on March 3, 1993, it is provided that:

1. DISQUALIFICATION FOR TAX AND FEE DELINQUENCY

No person or business entity shall be awarded a contract or subcontract for goods or services with the District if such person or business entity is delinquent in the payment of any tax levied by or fee charged by the District. No person or business entity will be prohibited from entering into a contract or subcontract with the District pursuant to the foregoing sentence if such individual or entity is contesting, in accordance with the appropriate procedures, its liability for the tax or fee or the amount of the tax or fee, and if such person or business entity shows proof of the contest to the District.

2. STATEMENT UNDER OATH

Before awarding a contract or subcontract for goods or services, the District shall obtain a statement under oath from the person or business entity that none of the taxes or fees contested, or other taxes or fees, are delinquent.

3. FALSE STATEMENTS

The effect of any person or entity making a false statement under oath shall be to entitle the District to set off a portion of the contract sum equal to the amount of the tax or fee delinquency. In addition, a twenty-five percent penalty on the amount of the tax or fee delinquency shall be imposed. Making a false statement under oath regarding delinquency shall be a misdemeanor, punishable by a fine of \$100.00.

4. DELINQUENCY DURING PENDENCY OF CONTRACT

If during the existence of any contract or subcontract for goods or services between the District and any person or business entity such person or business shall become delinquent for non-payment of taxes levied by or fees charged by the District, the District shall be entitled to set off a portion of the contract sum equal to the amount of the tax and fee delinquency, and impose a twenty-five percent penalty on the amount of the delinquent tax or fee.

5. APPLICABILITY

This Section 1-8-2.D. applies to all contracts and subcontracts for goods and services, including; personal services contracts, contracts which are awarded on the basis of a bidding process; contracts which are not awarded on the basis of a bidding process; contracts which originate under the authority of the Purchasing Agent of the District; and contracts originate from any other office or department of the District. For purposes of Section 1-8-2. (D)., "taxes

levied and fees imposed" by the District shall mean any and all taxes or fees which are levied, imposed or collected by or on behalf of the District, its officials, or departments, including but not limited to taxes levied on real estate, and fees and charges imposed by ordinance or by law which are payable to the District, or an office or department of the District, for any permit, license, service or any other purpose.

Taxes and fees shall be construed to include any and all interest and penalties authorized or imposed by law or by ordinance for a late payment or non-payment of taxes or fees. Taxes or fees shall be considered delinquent if a claim, notice or demand for payment has been made for such taxes or fees by or on behalf of the District, the County of Cook, the State of Illinois, the United States of America, or any of their officers or agencies, boards, commissions, or departments without timely payment, except in those cases where authorized procedures for protesting or contesting such taxes or fees have been timely and properly initiated and where such protest or contest remains pending.

I, _____, the _____
(NAME) (TITLE)

of _____, having been duly sworn to state the
(BIDDER)
truth, do hereby affirm that the following is true and correct to the best of my knowledge:

1. _____, is/are not an owner(s) of real
(BIDDER)

property in Cook County, or a party responsible for the payment of any tax or fee owed to the Forest Preserve District of Cook County, for which such tax or fee is delinquent;
OR

2. The following is a complete list of real estate owned by _____
(BIDDER)
in Cook County (list Permanent Index Numbers):

(Signature) (Office/Title)

Subscribed to before me this _____ day of _____, 20____.

NOTARY SEAL & SIGNATURE

Attachment 4
Disclosure of Ownership Interest Statement

Completion of this form is required

The Forest Preserve District of Cook County requires that any Applicant for any District action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this "Statement" must be kept current, by filing an amended Statement, until such time as the District shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the District being voided.

"Applicant" means any entity or person making an application to the District for any District Action."

"District Action" means any action by the District or, a District Department, regarding an ordinance or ordinance amendment, a District approval, with respect to contracts, leases, or sale or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by:

1. An Applicant for District Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and Is listed on the Applicant's Statement (a "Holder") must file a Statement and complete section #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers

This Statement is being made by ☐ Applicant or ☐ Stock / Beneficial Interest Holder

This Statement is an: ☐ Original Statement or ☐ Amended Statement

Identifying information:

Name: _____ D/B/A: _____ FEIN NO: _____

Street Address: _____

City: _____ State: _____ Zip Code _____

Phone No: _____

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant / Holder
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent / Nominee	Name of Principal	Principal's Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☐ No
If yes, state the name, address and percentage of beneficial interest of Such person or legal entity, and the relationship under which such Control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Declaration (check the applicable box):

☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action..

☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any Information required to be disclosed.

Name of Authorized Applicant/Holder Representative (please Print or Type)	Title
---	-------

Signature	Date
-----------	------

E-mail address	Phone Number
----------------	--------------

Subscribed to and sworn before me
This _____ day of _____, 20____.

My commission expires:

X _____ Notary Public Signature	_____ Notary Seal
------------------------------------	----------------------

Attachment 5
Disclosure of Lobbyist Contacts

Completion of this form is required

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

☐

Not Applicable

Signature of Authorized Representative:

(Signature)

(Office/Title)

State of Illinois

County of _____

Subscribed and sworn to
before me this _____ day of _____, 20_____.

Notary Public: _____
(Signature & Seal)

Attachment 6
Familial Disclosure Form

The evaluation process for responses to this RFP is intended to be free from any conflict of interest that may prevent an objective evaluation. The person responding to this RFP must disclose his or her familial relationships with employees and appointed or elected officials of the Forest Preserves of Cook County (the "Forest Preserve"). If the submitting party is a business entity, then the business entity must disclose the familial relationships with the Forest Preserve's employees and appointed/elected officials by the individuals who are and, during the year prior to the submission of this RFP, were:

- members of the entity's board of directors,
- officers or partners of the entity,
- employees or independent contractors responsible for the general administration of the entity,
- agents authorized to execute documents on behalf of the entity, and
- employees who will be directly engaged in doing work with/for the Forest Preserve on behalf of the entity.

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a Forest Preserve employee or elected/appointed official, or any person who is related to such an employee or official, whether by blood, marriage or adoption.

Disclose any familial relationships here:

☐ Not Applicable

Signature of Authorized Representative:

(Signature)

(Office/Title)

Attachment 7
Insurance Requirements
Waiver of Subrogation and Insurance Requirements

Subrogation and Waiver

The Consultant shall require their insurers to waive their rights of recovery, under subrogation or otherwise, against the District, District's Board of Commissioners and employees of the District.

The Consultant shall waive its rights of recovery against District, District's Board of Commissioners and employees of District which Consultant may have because of deductibles or inadequacy of limits of any policies of insurance that are in any way related to the work.

Insurance Requirements of the Consultant

Prior to the effective date of this Contract, the Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Contract. All policies required shall be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the District.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the District's Purchasing Agent for variance from those limits.

Consultant shall require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverage for them. All Subconsultants are subject to the same insurance requirements as Consultant.

Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of

\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease

- (2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation, the following coverages:

- (a) All premises and operations;
- (b) Independent Contractor's Protection Liability;
- (c) Contractual Liability;
- (d) Products/Completed Operations;
- (e) Broad Form Property Damage Liability;
- (f) Cross Liability.

(c) **Commercial Automobile Liability Insurance**

When any motor vehicles are used in connection with the Services to be performed, Consultant shall secure Commercial Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall not be less than the following:

- (a) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- (b) Uninsured/Underinsured Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the limits specified above, Consultant shall secure and maintain additional limits in the amount necessary to increase the overall coverage to \$3,000,000 each occurrence for all liability.

(e) **Professional Errors & Omissions Insurance**

Consultant shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the District under this Agreement. This

professional liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Consultant for a minimum of three years following the expiration or early termination of this contract and the Consultant shall annually provide the District with proof of renewal.

Additional requirements

(a) **Additional Insured**

Cook County Forest Preserve District, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, Automobile and Umbrella/Excess insurance policies.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the District Purchasing Agent.

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the District's Purchasing Agent at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Consultant commences performance of its part of the work, Consultant shall furnish to the District certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute agreement by the District that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the District to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Consultant's obligations to obtain insurance pursuant to these insurance requirements.

The District maintains the right to modify, delete, alter or change these insurance requirements.

Attachment 8
Addenda Acknowledgement Form

IMPORTANT NOTICE: Each Proposer shall acknowledge receipt of any addenda issued on the spaces provided below and submit this form with its proposal. Failure to acknowledge receipt of any addenda issued via submittal of this form may render the proposal non-responsive.

RFP No.: _____

Project Name: _____

☐ Addendum No. 1

☐ Addendum No. 2

☐ Addendum No. 3

☐ Addendum No. 4

☐ Addendum No. 5

☐ N/A (No Addenda Issued)

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____



Declaration of Child Support Obligations

This form must be completed by all Applicants seeking issuance or renewal of a County Privilege.

Applicable law provides that every applicant for a County Privilege shall be in full compliance with any child support order before such applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege and may revoke any County Privilege.

- **Applicant:** any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.
- **County Privilege:** any business license, including but not limited to liquor dealer's licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property licenses or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan; and contracts exceeding the value of \$10,000.
- **Substantial Owner:** any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial owner means that individual or sole proprietor.

All Applicants are required to complete this declaration and comply with the Child Support Enforcement Ordinance. An Applicant's signature on this form constitutes a certification that the information provided below is correct and complete, and that the individual signing this form has personal knowledge of such information.

Section A: Applicant Information:

If Applicant is a business entity with no Substantial Owners, check Box D in Section B.

Business Name:

If Applicant is a business entity with Substantial Owners as defined above, each Substantial Owner must complete and submit this declaration.

Last Name: First Name:

Date of Birth: Social Security Number (last four digits):

Section B: Child Support Obligation Information:

The undersigned Applicant, being duly sworn on oath or affirmation hereby states that, "To the best of my knowledge": (click check box left of questions "A", "B", "C", or "D" as is appropriate)

- ☐ **A.** I do not have judicially or administratively ordered child support obligations.
- ☐ **B.** I have an outstanding judicially or administratively ordered obligation, but is paying it in accordance with the terms of the order.
- ☐ **C.** I am delinquent in paying judicially or administratively ordered child support obligations.
- ☐ **D.** I am an authorized representative of the applicant. The applicant does not have any Substantial Owners as described above.

The undersigned Applicant understands that failure to disclose any judicially or administratively ordered child support debt will be grounds for denying, suspending, or revoking County Privilege(s); and, declares under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Applicant Signature: Date:

For Internal Office Use Only:

Department Name: Contact Name:

Date Received: Contact Email:

Contract/Permit/Application Number:

Attachment 10

SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into as of this [REDACTED] day of [REDACTED], 20[REDACTED] (the "Effective Date") by and between the Forest Preserve District of Cook County (hereinafter referred to as "District") and [REDACTED] (hereinafter referred to as "Contractor").

I - AGREEMENT

This Agreement is comprised of this basic Agreement, the Description of Services and Costs attached hereto and made a part hereof as Attachment 1, the Certificate of Qualification attached hereto and made a part hereof as Attachment 2, the Tax and Fee Delinquency Certification attached hereto and made a part hereof as Attachment 3, the Disclosure of Ownership Interest Statement attached hereto and made a part hereof as Attachment 4, the Disclosure of Lobbyist Contacts attached hereto and made a part hereof as Attachment 5, the Familial Disclosure Form attached hereto and made part hereof as Attachment 6, the Insurance Requirements attached hereto and made part hereof as Attachment 7, the Addenda Acknowledgement Form attached hereto and made part hereof as Attachment 8, and the Affidavit of Child Support Obligations (on file with District's Purchasing Agent) attached hereto and made part hereof as Attachment 9.

This Agreement sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, expressed or implied, oral or written. Changes, extensions or modifications to this Agreement shall only be made by mutual agreement by and between the parties and shall be in writing. For purposes of this Agreement, with respect to Contractor, the terms subcontractor and sub consultant shall be used interchangeably and shall mean an individual or business entity contracted by Contractor to provide services related to or part of those which Contractor shall provide under this Agreement on behalf of the District.

II - APPOINTMENT

The District does hereby appoint Contractor to perform the services as described in Attachment 1 ("Services") commencing on the Effective Date.

Contractor hereby represents and warrants that the employees, officers, agents and subcontractors of Contractor who will perform the Services will, during the term of this Agreement, be fully qualified, licensed as required, and skilled to perform the Services.

Contractor hereby represents and warrants that its performance of the Services will be in accordance with industry standards and consistent with its Proposal for [REDACTED], RFP No. [REDACTED], dated [REDACTED].

III - SCOPE OF SERVICES

The scope of services shall be the Services, as that term is defined above. Contractor shall report to the District's [REDACTED].

IV – TERM

This Agreement shall continue from _____, to _____, unless terminated by either party in accordance with Article VIII (Default) or Article IX (Termination) below.

V - DUTIES OF DISTRICT

The District shall cooperate and furnish to Contractor, upon request, information in the District's possession and necessary for Contractor to perform the Services hereunder. The District shall, upon notice, permit Contractor access to District sites necessary to perform its obligations under this Agreement.

VI - COMPENSATION

The total aggregate amount to be paid for performance of the Services including reimbursable expenses shall not exceed \$_____. If there is any mutually agreed upon amendment to this Agreement to increase the amount of compensation, any increase shall not cause the total value of this Agreement to exceed \$25,000 without the consent of the Purchasing Agent. Compensation will be based upon reimbursement for time incurred at hourly rates set forth in Attachment 1. Notwithstanding any amounts set forth in this Agreement, reimbursable expenses shall be limited to amounts which are customary, reasonable and necessary, and under no circumstances shall include any additional amounts for general overhead or administrative expenses. Invoices shall be presented by Contractor at the end of each month to the District's _____ and to the Finance Department at fpdcc.billing@cookcountyil.gov. The District shall notify Contractor if an invoice is not in order. All invoices submitted by Contractor for payment shall be paid by the District within 60 days of receipt complete with all requested documentation. The District shall have the right to examine the books and records of Contractor for the purpose of auditing the same with reference to all charges made to the District.

As a unit of local government, the District is not subject to certain taxes. The District's Illinois Department of Revenue tax exemption number for the District is E-9997-8636-07. Upon request, the District will provide a Federal Excise Tax Exemption Certificate.

Subject to Article XVIII, if Contractor engages any subcontractors to perform any Services, Contractor shall not markup the services performed by such subcontractors. In addition, Contractor shall pay any such subcontractor within ten (10) business days of Contractor's receipt of payment by District for undisputed services provided by such subcontractor.

VII - NOTICES

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile or e-mail transmission during regular business hours; (c) overnight courier; or (d) first class U.S. mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by facsimile or e-mail transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by first class U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other places as the parties may from time to time designate in writing by notice given hereunder.

If to Contractor:

[INSERT COMPANY
ADDRESS
CITY STATE
NAME
EMAIL
FAX] |

If to District:

Forest Preserve District of Cook County
69 W. Washington, Suite 2060
Chicago, Illinois 60602
Attention: [INSERT NAME, TITLE]
[INSERT E-MAIL]
[INSERT FACSIMILE] |

With a copy to:

Forest Preserve District of Cook County
69 W. Washington, Suite 2010
Chicago, Illinois 60602
Attention: Lisa Lee, Chief Attorney
Lisa.Lee@CookCountyIL.gov
312-603-9850 (Facsimile)

VIII - DEFAULT

If Contractor breaches any of its material obligations under this Agreement and has failed to cure such breach within thirty (30) calendar days after receipt of notice specifying such breach, the District may terminate this Agreement by notice in writing, which shall be effective immediately upon receipt.

If the District shall terminate this Agreement under the preceding paragraph, or if this Agreement is terminated under Article IX or otherwise, Contractor shall deliver to the District within ten (10) calendar days all finished or unfinished documents, data, studies and reports prepared by Contractor for delivery to the District under this Agreement. The provisions of this Article VIII shall survive termination or expiration of this Agreement.

IX - TERMINATION

The District may terminate this Agreement, for reasons other than a material breach at any time by giving 30 days' notice of termination in writing from the District to Contractor. Payment for Services performed up to the effective date of termination pursuant to this Article shall be based on the actual Services performed by Contractor, as approved by the District's [REDACTED]. Such payment shall be in full settlement for Services rendered under this Agreement.

X - INDEMNIFICATION AND HOLD HARMLESS

Contractor agrees to defend, indemnify, keep and save harmless, the District, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, cost or expenses, including reasonable attorneys' fees, which are the result of an error, omission, or willful or negligent act of Contractor, or any of its employees, officials, agents or subcontractors arising out of or resulting from the performance of the Services under this Agreement. Contractor

expressly understands and agrees that any performance bond or insurance protection required in this Agreement shall in no way limit its responsibility to indemnify, defend or keep and save the District, its agents, officials and employees as herein provided. The provisions of this Article X shall survive the termination or expiration of this Agreement.

XI - INSURANCE

Contractor shall comply with all insurance requirements described in Attachment 7.

XII - NONDISCRIMINATION

Contractor, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, marital status, disability, national origin, status of discharge from military, or other protected status, nor shall Contractor otherwise commit an unfair employment practice.

XIII – MBE/WBE PROGRAM

If this Agreement is modified by agreement of both parties and such modification results in this Agreement exceeding \$25,000, then Contractor agrees that it shall comply with the District's Code Section 1-8-5; Minority and Women Owned Business Enterprises. The contract value may not be modified to exceed \$25,000 without the consent of the Purchasing Agent.

XIV - INDEPENDENT CONTRACTORS

District and Contractor shall each be deemed to be an independent contractor and shall not be considered or permitted to be an agent, servant, in a joint venture, or partner of the other party. Each agrees to take such steps as may be necessary so that each of their subcontractors will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, in a joint venture or partner of the other party hereto. All persons furnished, used, retained or hired by or on behalf of each party hereto or any of their respective subcontractors shall be considered to be solely the employees or agents of the respective party or such sub-contractor, and each party hereto shall be responsible for payment of any and all unemployment, social security, and other payroll taxes for such persons to the extent required by law.

Contractor acknowledges and understands that no District employee or any agent acting on behalf of the District, may participate in or attempt to influence, based on political reasons or factors, the hiring decisions of Contractor with respect to work performed under this Agreement and that Contractor is obligated to report any and all known or suspected attempts or efforts to do so by any District employee or agent acting on behalf of the District to the Office of the Independent Inspector General of Cook County.

XV - ACCESS TO BOOKS AND RECORDS

The District and Contractor will permit any regulatory agency and its representatives authorized by the District to have access to all data and records relating to the nature and extent of cost of Services provided under this Agreement until four (4) years after the furnishing of such Services. Both parties will provide this access to books and records in accordance with the Social Security Act and regulations. If Contractor carries out the requirements of this Agreement through a subcontract with a value of Ten Thousand Dollars (\$10,000) or more, over a 12 month period,

Contractor will include this right of access to books and records in each subcontract. This provision relating to the retention and production of documents is included because of possible application of Section 1861(v) (1)(I) of the Social Security Act and Section 952 of the Omnibus Reconciliation Act of 1980 to this Agreement. If such provisions should be found to be inapplicable, then this clause shall be deemed to be inoperative and without force and effect. The provisions of this Article shall survive the termination or expiration of this Agreement.

XVI - COMPLIANCE WITH LAWS

Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County, District and other local government agencies, which may in any manner affect the performance of this Agreement, including without limitation, all applicable requirements described in the Cook County Code of Ordinances, Chapter 2, Article IV, Division 5 (Inspector General) and adopted by the District pursuant to the District's Code of Ordinances, Title 1, Chapter 17 – Office of the Independent Inspector General. Assurance of compliance with these requirements by Contractor's employees, agents or subcontractors shall be the responsibility of Contractor. Contractor shall obtain any and all necessary permits, licenses and other authorizations necessary for its performance under this Agreement. In executing this Agreement, Contractor shall be required to execute the Certificate of Qualification attached hereto as Attachment 2 and made a part hereof.

XVII - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue shall be proper only in a court of competent jurisdiction located within the County of Cook, Illinois.

XVIII - ASSIGNMENT/BINDING EFFECT

No right or interest in this Agreement shall be assigned by Contractor to any third party, or any part of the Agreement subcontracted, without the advance written consent of the District, which may be withheld in the District's sole discretion. District reserves the right to impose reasonable conditions precedent to giving any such consent, including but not limited to insurance and surety bond coverage. Notwithstanding District consent to assign or subcontract, Contractor shall not be relieved of its obligations under this Agreement. Contractor shall not transfer or assign any claim for funds due or to become due, without the advance written approval of the District, which approval shall not be unreasonably withheld.

XIX - OWNERSHIP OF DOCUMENTS / CONFIDENTIALITY

Subject to any third party intellectual property rights, all originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, data bases and other documents or materials required to be furnished by the District or Contractor hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of District, and District shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Contractor. Upon the termination of this Agreement, or upon request of District, during any stage of the Services, Contractor shall promptly deliver all such materials to District. Contractor shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working

papers, without the prior written approval of District, provided, however, that Contractor may retain copies of the same for Contractor's own general reference.

Contractor agrees not to disclose to any third party, without the District's prior written consent, any information gathered from or on behalf of any District employee, officer, or agent ("Confidential Information"). If required by law to disclose such Confidential Information, Contractor shall provide as much advance notice as possible of such disclosure to the District.

The provisions of this Article shall survive the termination or expiration of this Agreement.

XX - WAIVER

The waiver by either party of the breach of any provision of this Agreement by the other party will not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from enforcing any such provisions.

XXI - ORDER OF PRECEDENCE

This Agreement shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall control to resolve all cases of conflict, ambiguity or inconsistency. Nothing set forth in Contractor's incorporated documents shall be deemed or construed to supersede the terms set forth in Articles I-XXIII of this Agreement.

- A. Agreed contract modifications entered into after the date of execution of this Agreement, if any.
- B. Articles I-XXIII of this Agreement and all Exhibits attached hereto. To the extent of any conflict between the Exhibits and the basic Agreement, the basic Agreement shall govern.
- C. District Certifications / Disclosures

XXII - CONFLICT OF INTEREST

No member of the governing body of the District and no other officer, employee or agent of the District who exercises any functions or responsibilities in connection with the award or carrying out of the project to which this Agreement pertains shall have any direct or indirect personal interest or derive any financial benefit from this Agreement.

XXIII - SEVERABILITY

The parties agree that, to the extent that a court of competent jurisdiction shall determine that any part or provisions of this Agreement or its incorporated documents are unenforceable as a matter of law, the portion deemed unenforceable shall be severable and the remainder of the Agreement shall survive and continue in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date referenced above.

[INSERT COMPANY NAME]

Forest Preserve District of Cook County

By: _____

By: _____
Department Head, Department Name

By: _____
Lisa Lee, Chief Attorney

By: _____
Arnold Randall, General Superintendent

DRAFT